

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Melissa M. Crespo

*Counsel for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
_____)	

**NOTICE OF FILING OF AMENDED PROPOSED ORDER ON DEBTORS' FIRST MOTION
FOR ORDER UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R. BANKR. P. 6006 AND
9014 AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS IN CONNECTION
WITH THE SALE OF THE DEBTORS' PLATFORM ASSETS**

PLEASE TAKE NOTICE THAT on January 23, 2013, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors")¹ filed the *First Motion for Order Under 11 U.S.C. §§ 105(a) and 365(a) and (f), Fed. R. Bankr. P. 6006 and 9014 and Local Bankruptcy Rule 6006-1 Authorizing Assumption and Assignment of Executory Contracts in Connection with the Sale of the Debtors' Platform Assets* (the "Motion") (Docket No. 2686).

¹ The names of the Debtors in these cases and their respective tax identification numbers are identified on Exhibit 1 to the Affidavit of James Whitlinger, Chief Financial Officer of Residential Capital, LLC in Support of the Chapter 11 Petitions and First Day Pleadings (Dkt. No. 6).

PLEASE TAKE FURTHER NOTICE THAT on January 23, 2013, in connection with the Motion, the Debtors filed a proposed order pursuant to Bankruptcy Code sections 105(a) and 365(a) and (f), and Bankruptcy Rules 6006 and 9014, and Rule 6006-1 of the Local Rules for the Southern District of New York (the “Proposed Order”) as Exhibit 5 to the Motion.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby submit an amended Proposed Order (the “Amended Proposed Order”), attached hereto as Exhibit 1. A comparison of the Proposed Order and the Amended Proposed Order is attached hereto as Exhibit 2.

PLEASE TAKE FURTHER NOTICE that a copy of the Amended Proposed Order can be viewed and obtained on the Court’s internet website at www.nysb.uscourts.gov and on the independent website maintained by the Debtors, <http://www.kccllc.net/rescap>. A login and password to the Court’s Public Access to Electronic Court Records (“PACER”) are required to access www.nysb.uscourts.gov and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov.

Dated: January 31, 2012
New York, New York

/s/ Gary S. Lee

Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Melissa M. Crespo

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

*Counsel for the Debtors and
Debtors in Possession*

Exhibit 1

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
-----)	

ORDER UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R. BANKR. P. 6006 AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

Upon the motion (the “Motion”) of the Debtors¹ for entry of an order (the “Order”), pursuant to sections 105(a) and 365(a) and (f), of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the assumption and assignment of the contracts identified on Exhibit 1 annexed hereto (the “Executory Contracts”) as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the Declarations of David Haggert, Erik Ferguson, and Matthew Detwiler in support of the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

necessary; and the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the requested relief herein; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND, DETERMINED, AND ORDERED THAT:

1. The Motion is GRANTED.
2. Pursuant to Sections 365(a) and (f) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors' assumption and assignment of the Executory Contracts identified on Exhibit 1 annexed hereto is approved.
3. The assumption and assignment of any Executory Contracts is subject to the Debtors' right to remove any Executory Contract from Exhibit 1, no later than two business days prior to the Closing Date (the "Contract Designation Deadline"), in which case the Executory Contract shall cease to be an Executory Contract,. The counterparty to such removed Executory Contract shall be promptly furnished with notice of such removal.
4. Removal of any Executory Contract on or before the Contract Designation Deadline will not constitute a rejection of such Executory Contract and neither the Debtors nor Ocwen will be liable for rejection damages.
5. The assumption and assignment of any Executory Contract not removed by the Debtors as of the Contract Designation Deadline shall be effective as of the Closing Date of the Platform Sale.
6. The assumption and assignment of any Executory Contract on the Closing Date shall be subject to and governed by the terms of the *Order Under 11 U.S.C. §§ 105, 363, and 365 and Fed. Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of*

Debtors' Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief [Docket No. 2246].

7. The Debtors are hereby authorized to execute and deliver all instruments and documents, and take all other actions, as may be necessary or appropriate to implement and effectuate the relief granted in this Order.

8. California Housing Financing Authority ("CalHFA") shall consider the completed Application to Service Existing CalHFA Loans submitted by Ocwen Loan Servicing, LLC ("Ocwen") and the CalHFA Contract may be assumed and assigned to Ocwen only after CalHFA approves Ocwen as a servicer.

9. The RMBS Trustees² shall retain their rights to file a cure claim as set forth in paragraph 22 of the Sale Order and this Order shall not affect or fix the amount of any cure claims with respect to the agreements listed on Exhibit 1 to this Order to which any RMBS Trustee is a party.

10. Entry of this Order is without prejudice to the rights of the Debtors, including, but not limited to, the right to seek further, other, or different relief regarding the Debtors' executory contracts and unexpired leases pursuant to, among other things, section 365 of the Bankruptcy Code. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this Order shall constitute, nor is it

² For purposes of this Order, "RMBS Trustees" shall include The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A., Deutsche Bank Trust Company Americas, Deutsche Bank National Trust Company, U.S. Bank National Association and Wells Fargo Bank, N.A., solely in their respective capacities as trustees or indenture trustees for certain mortgage backed securities trusts.

intended to constitute: (i) an admission as to the validity or priority of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim; or (iii) an assumption or adoption of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2013
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to the Order

Schedule of Executory Contracts

Debtor Entity	Supplier/Counterparty	Contract Description	Cure Amount	Address	City	State	Zip Code
GMAC Mortgage Group, LLC	Aegon	Mortgage Insurance Agreement 12/15/97 and all amendments thereto	\$0.00	2700 West Plano Parkway	Plano	TX	75075-8200
GMAC Mortgage Group, LLC	Aegon	Confidentiality Agreement 11/3/97	\$0.00	2700 West Plano Parkway	Plano	TX	75075-8200
GMAC Mortgage Group, LLC	American Home Shield	Third-Party Marketing Agreement 11/12/01 and all addenda thereto	\$0.00	889 Ridge Lake Boulevard	Memphis	TN	38120
GMAC Mortgage Group, LLC	American Home Shield	Confidentiality Agreement 6/29/01	\$0.00	889 Ridge Lake Boulevard	Memphis	TN	38120
GMAC Mortgage Group, LLC	Assurant Specialty Property	Confidentiality and Non-Disclosure and Joint Marketing Agreement 6/1/06	\$0.00	11222 Quail Roost Dr	Miami	FL	33157
GMAC Mortgage Group, LLC	Assurant Specialty Property	Confidentiality Agreement 2/9/05	\$0.00	11222 Quail Roost Dr	Miami	FL	33157
GMAC Mortgage Group, LLC	Assurant Specialty Property	Program Services Agreement 6/1/06 and amendments and addenda thereto	\$0.00	11222 Quail Roost Dr	Miami	FL	33157
Residential Funding Corporation	Bayview Financial, L.P.	Marketing Agreement 5/9/98 and Addendum One 8/14/98	\$0.00	4425 Ponce De Leon Blvd	Coral Gables	FL	33146
Residential Funding Corporation	Bayview Financial, L.P.	Consent to Assignment of Affinity Marketing Agreement	\$0.00	4425 Ponce De Leon Blvd	Coral Gables	FL	33146
Homecomings Financial Network, Inc.	Chartered Benefit Services Inc	Agreement for Administrative Services	\$0.00	315 W University Drive	Arlington Heights	IL	6004
Homecomings Financial Network, Inc.	Chartered Benefit Services Inc	Marketing Agreement and amendments thereto	\$0.00	315 W University Drive	Arlington Heights	IL	6004
Homecomings Financial Network, Inc.	Chartered Benefit Services Inc	Amendments to Service Fee Agreement	\$0.00	315 W University Drive	Arlington Heights	IL	6004
GMAC Mortgage, LLC	Econocheck Corporation	Administrative Agreement to make insurance available 5/30/99, and addenda thereto	\$0.00	3 Gresham Landing	Stockbridge	GA	30281
GMAC Mortgage, LLC	Econocheck Corporation	Letter re marketing to GM customers	\$0.00	3 Gresham Landing	Stockbridge	GA	30281
Homecomings Financial Network, Inc.	Family Life Insurance Company	Collection Agreement	\$0.00	2101 4th Ave Suite 700	Seattle	WA	98121
Homecomings Financial Network, Inc.	Family Life Insurance Company	Confidentiality Agreement	\$0.00	2101 4th Ave Suite 700	Seattle	WA	98121
Homecomings Financial Network, Inc.	Family Life Insurance Company	Third Party Marketing Agreement	\$0.00	2101 4th Ave Suite 700	Seattle	WA	98121
GMAC Insurance Mgmt Co	First UNUM LIFE INSURANCE CO	Disability Benefits Insurance Policy and amendments thereto	\$0.00	2101 4th Ave Suite 700	Seattle	WA	98121
GMAC Mortgage Corp	HOMESITES Group Inc	Agency Agreement and amendments thereto	\$0.00	99 Bedford Street	Boston	MA	02111-2217
GMAC Mortgage Corp	HOMESITES Group Inc	Marketing Agreement and amendments thereto	\$0.00	99 Bedford Street	Boston	MA	02111-2217
GMAC Mortgage, LLC	Liberty Life Insurance Company	Specialized Marketing Optional Insurance Agreement and amendments thereto	\$0.00	2000 Wade Hampton Blv	Greenville	SC	29615-1064
Homecomings Financial Network, Inc.	Liberty Life Insurance Company	GLBA Agreement	\$0.00	2000 Wade Hampton Blv	Greenville	SC	29615-1064
GMAC Mortgage Corp	Minnesota Life	Administrative Agreement for insurance plans	\$0.00	400 Robert Street North -	St. Paul	MN	55101-2098
GMAC Mortgage Corp	Minnesota Life	Customer Lead Agreement	\$0.00	400 Robert Street North -	St. Paul	MN	55101-2098
GMAC Mortgage Group, LLC	Mutual of Omaha	Confidentiality Agreement	\$0.00	Mutual of Omaha Plaza	Omaha	NE	68175
GMAC Mortgage Group, LLC	Mutual of Omaha	Retail Insurance Marketing Agreement	\$0.00	Mutual of Omaha Plaza	Omaha	NE	68175
GMAC Mortgage Group, LLC	National Union Fire Insurance Company	Agreement for marketing activities and amendment thereto	\$0.00	70 Pine Street, Lbby 5	New York	NY	10270-0006
GMAC Mortgage Corp	SECURIAN FINANCIAL NETWORK, INC.	Consumer Lead Agreement 7/22/96	\$0.00	400 Robert Street North -	St. Paul	MN	55101-2098
GMAC Mortgage Corp	SECURIAN Life Insurance Co	Amend to Marketing and/or Administration Agreement 7/1/07	\$0.00	400 Robert Street North -	St. Paul	MN	55101-2098

Exhibit 1(a)
Insurance Agreements
Pg 10 of 19

GMAC Mortgage Corp	SECURIAN Life Insurance Co	Letter re Transfer Group Insurance Contracts 4/27/07	\$0.00	400 Robert Street North -	St. Paul	MN	55101-2098
GMAC Mortgage Corp	SECURIAN Life Insurance Co	Letter re termination and waiver agreement 4/5/05	\$0.00	400 Robert Street North -	St. Paul	MN	55101-2098
Homecomings Financial Network, Inc.	The Douglas-Michaels Company, L.P.	Amend to Agreement (new entities) 3/8/07 and Amend 8 (marketing) 8/1/03	\$0.00	6564 Loisdale Court, Suite	Springfield	VA	22150-1813
GMAC Mortgage Group, LLC	Trilegiant Corporation	Agreement (Solicitation and Enrollment, Confidentiality, etc.) 7/01, and amendments thereto	\$0.00	100 Connecticut Avenue	Norwalk	CT	06850
GMAC Mortgage Group, LLC	Trilegiant Corporation	Mutual Non-Disclosure Agreement TRI-14320	\$0.00	100 Connecticut Avenue	Norwalk	CT	06850
GMAC Mortgage Group, LLC	Trilegiant Corporation	Confidentiality Agreement	\$0.00	100 Connecticut Avenue	Norwalk	CT	06850
GMAC Mortgage Group, LLC	WNC First Insurance Service	Marketing and Services Agreement 12/1/03 and amendments thereto	\$0.00	899 El Centro Street	Pasadena	CA	91030
GMAC Mortgage Group, LLC	WNC First Insurance Service	Confidentiality, Non-Disclosure and Security Agreement 12/1/03	\$0.00	899 El Centro Street	Pasadena	CA	91030
Homecomings Financial Network, Inc.	WNC First Insurance Service	Marketing and Services Agreement 4/1/03	\$0.00	899 El Centro Street	Pasadena	CA	91030
Homecomings Financial Network, Inc.	WNC First Insurance Service	GLBA Agreement	\$0.00	899 El Centro Street	Pasadena	CA	91030
Homecomings Financial Network, Inc.	WNC First Insurance Service	Mutual Non-Disclosure Agreement WNC-13793 7/30/09	\$0.00	899 El Centro Street	Pasadena	CA	91030
GMAC Mortgage Group, LLC	WNC Insurance Service	Referral Services Agreement	\$0.00	899 El Centro Street	Pasadena	CA	91030
Homecomings Financial Network, Inc.	Liberty Life Insurance Company	Specialized Marketing Optional Insurance Agreement 3/1/97 and all amendments thereto	\$0.00	2000 Wade Hampton Blv	Greenville	SC	29615-1064
Homecomings Financial Network, Inc.	Liberty Life Insurance Company	Agreement to Comply with Gramm-Leach-Bliley Act Safeguards Rule 7/16/04	\$0.00	2000 Wade Hampton Blv	Greenville	SC	29615-1064

Debtor Entity	Supplier/Counterparty	Contract Description	Cure Amount	Address	City	State	Zip Code
GMAC Mortgage, LLC	Hope Loan Port	Participation Agreement and SoW	\$0.00	1001 Pennsylvania Ave NW, Suite 500	Washington	D.C.	20004
GMAC Mortgage, LLC	LoanServ (Fiserv)	Master Agreement and amendments thereto	\$0.00	255 Fiserv Drive	Brookfield	WI	53045
GMAC Mortgage, LLC	MERS	MERS System Membership Agreement	\$785.19	Suite 350	McLean	VA	22102
GMAC Mortgage, LLC	Dialogue Marketing	project services agreement	\$0.00	165	Auburn Mills	MI	48326
GMAC Mortgage, LLC	Dialogue Marketing	telemarketing statement of work	\$0.00	165	Auburn Mills	MI	48326
GMAC Mortgage, LLC	HPF (Homeownership Preservation Foundation)	mortgage service network agreement and amendment	\$0.00	530 East	Washington	DC	20005
GMAC Mortgage Corp	Paymap Inc.	Equity Accelerator Service Agreement and amendments thereto	\$0.00	100 N Point St	San Francisco	CA	94133-1545
GMAC Mortgage Corp	Paymap Inc.	Confidentiality Agreement	\$0.00	100 N Point St	San Francisco	CA	94133-1545
GMAC Mortgage, LLC	SUTHERLAND GLOBAL SERVICES, INC	Business Process Outsourcing Agreement	\$0.00	1160 Pittsford-Victor Road	Pittsford	NY	14534
GMAC Mortgage, LLC	The Douglas-Michaels Company, L.P.	Confidentiality Agreement 1996	\$0.00	6564 Loisdale Court, Suite 6	Springfield	VA	22150-1813
GMAC Mortgage, LLC	The Douglas-Michaels Company, L.P.	BiSaver Agreement 5/9/1997	\$0.00	6564 Loisdale Court, Suite 6	Springfield	VA	22150-1813
GMAC Mortgage, LLC	The Douglas-Michaels Company, L.P.	BiSaver Software Agreement and all amendments and addenda thereto	\$0.00	6564 Loisdale Court, Suite 6	Springfield	VA	22150-1813
GMAC Mortgage, LLC	The Douglas-Michaels Company, L.P.	Equity Rewards Transfer Campaign Pricing Agreement Amend	\$0.00	6564 Loisdale Court, Suite 6	Springfield	VA	22150-1813
GMAC Mortgage, LLC	The Douglas-Michaels Company, L.P.	Assignment and Assumption, Consent and Amendment	\$0.00	6564 Loisdale Court, Suite 6	Springfield	VA	22150-1813
GMAC Mortgage, LLC	The Douglas-Michaels Company, L.P.	Confidentiality Agreement 7/26/02	\$0.00	6564 Loisdale Court, Suite 6	Springfield	VA	22150-1813
GMAC Mortgage, LLC	Cross Country Motor Club	Marketing and Collections Agreement and Amendments thereto	\$0.00	4040 Mystic Valley Parkway	Boston	MA	02155
GMAC Mortgage Corp	Dow Jones	Service Subscription Agreement	\$0.00	200 Liberty Street	New York	NY	10281
GMAC Mortgage, LLC	National Default Servicing, LLC	SoW for Loss Mitigation Referrals	\$0.00	500 South Broad Street	Meriden	CT	06492
GMAC Mortgage, LLC	Federal Bond Collection Services, Inc.	SoW 2008	\$0.00	2200 Byberry Road, Suite 12	Hatboro	PA	19040
GMAC Mortgage, LLC	Venture Encoding Services, LLC	Amendment to Escrow Analysis Agreement	\$0.00	4401 Cambridge Road	Fort Worth	TX	76155
GMAC Mortgage, LLC	QBE First Insurance Agency, Inc.	Master Services Agreement dated as of August 1, 2012, and all exhibits and amendments thereto ¹	\$0.00	210 Interstate North Parkway	Atlanta	GA	30339

Debtor Entity	Contract Name	Contract Number	Shelf Short Name	Series ID	Account Name: Account Name	Cure Amount	Account Name: Billing Address	Trustee: Billing Address	Master Servicer: Account Name	
GMAC Mortgage, LLC	CIFG Recovery Agreement for AHM 2006-2 April 30, 2009	409			CIFG Assurance North America	\$0.00	825 3rd Avenue, New York NY 11022			
GMAC Mortgage, LLC	Goldman Sachs Mortgage Co Master Repurchase Agreement May 14, 2010	1309			Goldman Sachs Mortgage Company	\$0.00	85 Broad Street, New York, NY 10080-			
GMAC Mortgage, LLC	Citibank, N.A. Master Repurchase Agreement May 14, 2010	1312			Citibank, N.A.	\$0.00	390 Greenwich Street,, New York, NY 10013			
GMAC Mortgage, LLC	Citibank, N.A. Master Repurchase Agreement May 14, 2010	1414			PIA Citi Repo	\$0.00	9275 Sky Park Court, San Diego, CA 93275			
GMAC Mortgage, LLC	Goldman Sachs Mortgage Master Repurchase Agreement May 14, 2010	1415			PIA Goldman Repo	\$0.00	9275 Sky Park Court, San Diego, CA 93275			
GMAC Mortgage, LLC	California Housing Finance Agency Purchase & Servicing February 12, 2007	3512			California Housing Finance Agency	\$0.00	P.O BOX 4034, Sacramento, CA 95812-4034			
GMAC Mortgage, LLC	Century Bank Sale Servicing Agreement November 26, 2003	3531		2003-PTWH29	IBERIABANK	\$0.00	1101 E Admiral Doyle Drive, New Iberia, LA 70563		Residential Funding Company, LLC	
GMAC Mortgage, Corp.	Celink Subservicing Agreement, September 15, 2005				Celink	\$0.00	3900 Capital Building Boulevard Lansing, Michigan 48906			
Residential Funding Company	NCMC Newco Inc Client Contract 2002* *The Debtors reserve their right to argue that this agreement was superseded in its entirety by "NCMC Newco Inc Client Contract 12-21-04"				PNC Bank N.A.	\$0.00	3232 Newmark Drive Mail Stop B6-YM14-01-7, Miamisburg, OH, 45342			

Exhibit 2

Blackline of Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
-----)	

**ORDER UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R. BANKR. P.
6006 AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

Upon the motion (the “Motion”) of the Debtors¹ for entry of an order (the “Order”), pursuant to sections 105(a) and 365(a) and (f), of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the assumption and assignment of the contracts identified on Exhibit 1 annexed hereto (the “Executory Contracts”) as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the Declarations of David Haggert, Erik Ferguson, and Matthew Detwiler in support of the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is

necessary; and the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the requested relief herein; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND, DETERMINED, AND ORDERED THAT:

1. The Motion is GRANTED.
2. Pursuant to Sections 365(a) and (f) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors' assumption and assignment of the Executory Contracts identified on Exhibit 1 annexed hereto is approved.
3. The assumption and assignment of any Executory Contracts is subject to the Debtors' right to remove any Executory Contract from Exhibit 1, no later than two business days prior to the Closing Date (the "Contract Designation Deadline"), in which case the Executory Contract shall cease to be an Executory Contract,. The counterparty to such removed Executory Contract shall be promptly furnished with notice of such removal.
4. Removal of any Executory Contract on or before the Contract Designation Deadline will not constitute a rejection of such Executory Contract and neither the Debtors nor Ocwen will be liable for rejection damages.
5. The assumption and assignment of any Executory Contract not removed by the Debtors as of the Contract Designation Deadline shall be effective as of the Closing Date of the Platform Sale.
6. The assumption and assignment of any Executory Contract on the Closing Date shall be subject to and governed by the terms of the *Order Under 11 U.S.C. §§ 105*,

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

363, and 365 and Fed. Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of Debtors' Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief [Docket No. 2246].

7. The Debtors are hereby authorized to execute and deliver all instruments and documents, and take all other actions, as may be necessary or appropriate to implement and effectuate the relief granted in this Order.

8. California Housing Financing Authority ("CalHFA") shall consider the completed Application to Service Existing CalHFA Loans submitted by Ocwen Loan Servicing, LLC ("Ocwen") and the CalHFA Contract may be assumed and assigned to Ocwen only after CalHFA approves Ocwen as a servicer.

9. The RMBS Trustees² shall retain their rights to file a cure claim as set forth in paragraph 22 of the Sale Order and this Order shall not affect or fix the amount of any cure claims with respect to the agreements listed on Exhibit 1 to this Order to which any RMBS Trustee is a party.

10. ~~8.~~ Entry of this Order is without prejudice to the rights of the Debtors, including, but not limited to, the right to seek further, other, or different relief regarding the Debtors' executory contracts and unexpired leases pursuant to, among other things, section 365 of the Bankruptcy Code. Notwithstanding the relief granted herein and any

² For purposes of this Order, "RMBS Trustees" shall include The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A., Deutsche Bank Trust Company Americas, Deutsche Bank National Trust Company, U.S. Bank National Association and Wells Fargo Bank, N.A., solely in their respective capacities as trustees or indenture trustees for certain mortgage backed securities trusts.

actions taken hereunder, nothing in the Motion or this Order shall constitute, nor is it intended to constitute: (i) an admission as to the validity or priority of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim; or (iii) an assumption or adoption of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

11. ~~9.~~ This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2013
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to the Order

Schedule of Executory Contracts

Document comparison by Workshare Professional on Tuesday, January 29, 2013 7:15:50 PM

Input:	
Document 1 ID	PowerDocs://NEW YORK/1075673/1
Description	NEW YORK-#1075673-v1-ResCap_- _Amended_Order_for_First_Assumption_Motion
Document 2 ID	PowerDocs://NEW YORK/1075673/2
Description	NEW YORK-#1075673-v2-ResCap_- _Amended_Order_for_First_Assumption_Motion
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	10
Deletions	2
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	12